

Tentative Rulings for June 27, 2013 Department 2G

**To request oral argument, you must notify Barbara Berg at
(760) 904-5722 and inform all other counsel no later than 4:00 p.m.**

1.

INC 10010033	The Retreat Partners, LLC v. Ruiz	Motion to Compel Responses to Special Interrogatories by Damon Prieto
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Tentative Ruling: No further tentative ruling, appearances requested to discuss selection of discovery referee.

2.

INC 10010033	The Retreat Partners, LLC v. Ruiz	Motion to Compel Responses to Special Interrogatories by Michael Prieto
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Tentative Ruling: No further tentative ruling, appearances requested to discuss selection of discovery referee.

3.

INC 10010033	The Retreat Partners, LLC v. Ruiz	Motion to Compel Responses to Special Interrogatories by Cecile Ruiz
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Tentative Ruling: No further tentative ruling, appearances requested to discuss selection of discovery referee.

4.

INC 10010033	The Retreat Partners, LLC v. Ruiz	Motion to Compel Responses to Special Interrogatories by Denise Duran
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Tentative Ruling: No further tentative ruling, appearances requested to discuss selection of discovery referee.

5.

INC 1300583	Meyer v. Shea La Quinta, LLC	Demurrer to Plaintiff's Complaint by Defendant Trilogy at La Quinta Maintenance Association
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Tentative Ruling: Sustain as to all causes of action with 20 days' leave to amend.

6.

INC 1300583	Meyer v. Shea La Quinta, LLC	Motion to Strike the Third and Fourth Causes of Action in Plaintiff's First Amended Complaint as SLAPP by Defendants Shea La Quinta, LLC, Shea Homes, Inc., Shea Marketing Company
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Tentative Ruling: Grant, for three reasons. First, settlement negotiations and agreements are made “in connection with” litigation for purposes of California Code of Civil Procedure section 425.16 (*Seltzer v. Barnes* (2010) 182 Cal.App.4th 953, 963); second, the litigation privilege applies to settlement negotiations and agreements (*Seltzer, supra*, at 969-972), and third, promises made to induce settlement of lawsuit are not “commercial speech” for purposes of California Code of Civil Procedure section 425.17(c) (*Navarro v. IHOP Properties* (2005) 134 C.A.4th 834, 841).